

ORIGINAL

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

U.S. DIST. COURT EAST DIST. WISC FILED
AUG 19 2015
AT _____ O'CLOCK _____ M JON W. SANFILIPPO, CLERK

TRACY L. WINK,

Plaintiff,

v.

Case No. 14-CV-367

MILLER COMPRESSING COMPANY,

Defendant.

VERDICT FORM

We, the jury, empaneled and sworn to try the issues in this action, being directed by the court to answer the following questions submitted to us for verdict, find and answer as follows:

I. FMLA INTERFERENCE CLAIM

Question No. 1:

Has Tracy Wink proven by a preponderance of the evidence that she gave Miller Compressing Company sufficient notice of her need for FMLA leave?

Answer:

 X

Yes

No

If you answered "yes" to Question No. 1, answer Question No. 2.

If you answered "no" to Question No. 1, skip Question Nos. 2-5, and answer Question No. 6.

Question No. 2:

Has Tracy Wink proven by a preponderance of the evidence that Miller Compressing Company interfered with her right to take leave under the FMLA?

Answer:

 X

Yes

No

If you answered "yes" to Question No. 2, answer Question No. 3.

If you answered "no" to Question No. 2, skip Question Nos. 3-5, and answer Question No. 6.

Question No. 3:

What sum of money, if any, will fairly and reasonably compensate Tracy Wink for wages and benefits she lost as a result of Miller Compressing Company's interference with Tracy Wink's FMLA rights?

Answer: \$ _____

If you awarded damages in Question No. 3, answer Question No. 4.

If you did not award damages, skip Question No. 4-5, and answer Question No. 6.

Question No. 4:

Do you find that Tracy Wink failed to take reasonable actions to reduce her damages?

Answer:
 Yes No

If you answered "yes" to Question No. 4, answer Question No. 5.

If you answered "no" to Question No. 4, skip Question No. 5, and answer Question No. 6.

Question No. 5:

If you answered yes to Question No. 4, you must reduce the amount you awarded in Question No. 3 accordingly. After making the appropriate deduction, what are the damages Tracy Wink has suffered as a result of Miller Compressing Company's actions?

Answer: \$ _____

II. FMLA RETALIATION CLAIM

Question No. 6:

Has Tracy Wink proven by a preponderance of the evidence that she engaged in a statutorily protected activity under the FMLA?

Answer:

X

Yes

No

If you answered "yes" to Question No. 6, answer Question No. 7.

If you answered "no" to Question No. 6, skip Question Nos. 7-11, and answer Question No. 12.

Question No. 7:

Has Tracy Wink proven by a preponderance of the evidence that she suffered an adverse employment action?

Answer:

X

Yes

No

If you answered "yes" to Question No. 7, answer Question No. 8.

If you answered "no" to Question No. 7, skip Question Nos. 8-11, and answer Question No. 12.

Question No. 8:

Has Tracy Wink proven by a preponderance of the evidence that there was a causal connection between the adverse employment action and her protected activity under the FMLA?

Answer:

X

Yes

No

If you answered "yes" to Question No. 8, answer Question No. 9.

If you answered "no" to Question No. 8, skip Question Nos. 9-11, and answer Question No. 12.

Question No. 9:

What sum of money, if any, will fairly and reasonably compensate Tracy Wink for wages and benefits she lost as a result of Miller Compressing Company's retaliation against Tracy Wink for exercising her FMLA rights?

Answer:

\$60,000.00

If you awarded damages in Question No. 9, answer Question No. 10.

If you did not award damages, skip Question No. 10, and answer Question No. 12.

Question No. 10:

Do you find that Tracy Wink failed to take reasonable actions to reduce her damages?

Answer:

Yes

 X
No

If you answered "yes" to Question No. 10, answer Question No. 11.

If you answered "no" to Question No. 10, skip Question No. 11, and answer Question No. 12.

Question No. 11:

If you answered yes to Question No. 10, you must reduce the amount you awarded in Question No. 9 accordingly. After making the appropriate deduction, what are the damages Tracy Wink has suffered as a result of Miller Compressing Company's actions?

Answer:

\$ _____

III. BREACH OF CONTRACT CLAIM

Question No. 12:

Has Tracy Wink proven by a preponderance of the evidence that she was terminated without cause by Miller Compressing Company?

Answer: X
 Yes No

If you answered "yes" to Question No. 12, answer Question No. 13.

If you answered "no" to Question No. 12, do not answer any more questions. Please sign and date the final page of this verdict form.

Question No. 13:

Has Tracy Wink proven by a preponderance of the evidence that Miller Compressing Company breached the employment agreement by failing to provide three weeks pay?

Answer: X
 Yes No

If you answered "yes" to Question No. 13, answer Question No. 14.

If you answered "no" to Question No. 13, do not answer any more questions. Please sign and date the final page of this verdict form.

Question No. 14:

What sum of money, if any, will fairly and reasonably compensate Tracy Wink for damages resulting for Miller Compressing Company's breach of the Agreement?

Answer: \$ 1800.00

IV. NON-PAYMENT OF WAGES CLAIM

Question No. 15:

Has Tracy Wink proven by a preponderance of the evidence that Miller Compressing Company did not pay her the three weeks pay?

Answer:

X
Yes

No

If you answered "yes" to Question No. 15, answer Question No. 16.

If you answered "no" to Question No. 15, do not answer any more questions. Please sign and date the final page of this verdict form.

Question No. 16:

What sum of money, if any, will fairly and reasonably compensate Tracy Wink for damages resulting for Miller Compressing Company's failure to pay her the three weeks pay?

Answer:

\$ 1800.00

Please sign and date the final page of this verdict form.

Joyce C. Oakes
Foreperson

August 19, 2015
Date